TRUST DEED

Volman Page 11682

8th day of May , 19 92 , between THIS TRUST DEED, made this 8th day of May , 19 92, between MARK CRISP AND PEGGY CRISP, HUSBAND AND WIFE

..... ASPEN TITLE & ESCROW, INC. as Grantor, ASPEN TITLE & ESCHOW, INC.
ELLWYN B. STUMBAUGH AND MARJORIE STUMBAUGH, HUSBAND AND WIFE, WITH FULL RIGHTS OF SURVIVORSHIP

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Lot 2, Block 1, CRESCENT HEIGHTS SUBDIVISION, in the County of Klamath, State of Oregon.

Code 103 Map 2409-30AC TL 900

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-

tion with said real estate.
FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS-

-----(\$4,500.00)--... Dollars, with interest thereon according to the terms of a promissory

sold, conveyed, assigned or alienated by the frantor without lirst then, at the beneficiary's option, all obligations secured by this instruction, and the beneficiary's option, all obligations secured by this instruction, and the security of this trust deed, frantor agrees:

I. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any hulding or improvement thereon; not to commit or permit any water promptly and in good and workmanilie manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

J. To comply aith all laws, ordinances, regulations, covenants, conditions and restrictions altering said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lies searches made by filing officers or searching agencies as may be deemed destrable by the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other batards as the beneficiary with loss payable to the beneficiary in an amount not less than \$TUIL INSURABLE VALUE , written in companies acceptable to the beneficiary with loss payable to the date; all policies of insurance shall be delivered to the beneficiary such insurance and to deliver said policies to the beneficiary and procure any such insurance and to deliver said policies to the beneficiary and policies to the beneficiary who have a such as a

. It is mutually agreed that:

• It is mutually agreed that:
8. In the event that any portion or all of said property shall be taken under the right of enument domain or condemnation, heneliciary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by genator in such proceedings, shall be pead to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's less, both in the trial and appellate costs, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and glantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
9. At any time and from time to time upon written request of heneficiary, payment of its less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the healtherings truster have (a) Sensent to the making of any map of plat of said property; (b) join in

granting any easement or creating any restriction thereon, (c) poin in any subordination or other agreement allecting this deed or the hen or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's lees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by frantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness, hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and expenses of operation and collection, including reasonable atternes's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as adoresiad, shall not cure or wrive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured between its is notened any afternets.

properly, and the application or release thereof as aloresaid, shall not current waive any default or motice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the heneficiary at his election may proceed to forefose this trust deed in equity as a mortgage or direct the trustee to forefose this trust deed in equity as a mortgage or direct the trustee to forefose this trust deed in equity as a mortgage or direct the trustee to forefose this trust deed in equity as a mortgage or direct the trustee to forefose this trust deed in equity as a mortgage or direct the trustee to forefose this trust deed in the beneficiary elects to forefose which the heneficiary elects to forefose to the recorded his written notice of default and his election to set to forefose to the recorded his written notice of default and his election to set properly to satisfy the obligation secured hereby as hen required by law and proceed to forefose this trust deed in the manner provided in ORS 66.735 to 86.795.

13. It is the trustee has commenced forefosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the camor or any other person so privileged by ORS 86.753, may cure the default of the trustee has commenced forefosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the camor or any other person so privileged by ORS 86.753, may cure the default of the prior to 5 days before the date the trustee conducts the sale, the camor or any other person so privileged by ORS 86.753, may cure the default of default occurred. Any other default that is capable of long tendering the province of the trustee and the entire annual

surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Benediciary may from time to time appoint a successor or successor to suce surplus.

Sorts to any trustee named herein or to any successor trustee appointed herein the trustee, the latter shall be vested with all title, passes, and dates conferent upon any trustee herein named or appointed hereinfold. Earthed by Lenderbury, which, when recorded the more has writteneds of the county or countries on which the proof trustee that the northest counts of the country of countries or countries on a conference of the conference of t

NOTE: The Trust Deed Alt provides that the trustee herevader must be either an attaines, who is an active member of the Origan State Societies of the construction outborzed to do business under the Laws of Origan or the United States of title insurance consum across to the construction property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agent, the earlier of an escrew agent licensed under CRS of each to one of the CRS of each to one of

	<u> 11683</u>
The grantor fully seized in fee	covenants and agrees to and with the beneficiary and those claiming under him, that he is law- simple of said described real property and has a valid, unencumbered title thereto
and that he will v	varrant and forever defend the same against all persons whomsoever.
•	
T1 . (arrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily (b) for an o	for grantor's personal, family or household purposes (see Important Profice Delow). ganization, or (even if grantor is a natural person) are for business or commercial purposes.
personal representat	olies to, immes to the benefit of and binds all parties bereto, their beirs, legatees, devisees, administrators, executors, ves, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract ther or not named as a beneficiary berein. In construing this deed and whenever the context so requires, the masculine eminine and the neuter, and the singular number includes the plural.
IN WITN	ESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.
not applicable, if war as such word is defin beneficiary MUST con	Delete, by lining out, whichever warranty (a) or (b) is anly (a) is applicable and the beneficiary is a creditor ed in the Truth-in-Lending Act and Regulation Z, the ply with the Act and Regulation by making required rease use Stevens-Ness Form No. 1319, or equivalent. Act is not required, disregard this notice.
	STATE OF OREGON, County of Klanuth)ss. This instrument was acknowledged before me on May 50, 19-72, by Mark Crisp and Peggy Crisp
	This instrument was acknowledged before me on May Lo., 19.57.
	by
	as
	of MARY ANN KEOWN
	NOTARY MUBLIC FOREGON: Oregon My commission expite Commission Expires. 位: みとラチ
	REQUEST FOR FULL RECONVEYANCE
	To be used only when obligations have been paid.
TO:	, Trustee
trust deed have b said trust deed o herewith together	gned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by sai seen fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to yo with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed th
estate now held h	y you under the same. Mail reconveyance and documents to
DATED:	

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

		and a property
TRUST DEED (FORM No. 881) STEVENS NESS LAW PUB CO PONTLAND ORD		at 3:24 o'clock P.M., and recorded in book/reel/volume No. M92 on page 11682 or as fee/file/instru- ment/microfilm/reception No.45493 Record of Mortgages of said County.
	of May 1992 at 3:24 o'clock P.M., and recorded in book/reel/volume No. M92 on page 11682 or as fee/file/instrument/microfilm/reception No. 45493	
Grantor		
Beneficiary		
AFTER RECORDING RETURN TO		Evelyn Biehn, County Clerk

Collection Escrow Dept.

By Land Mulik Kalek Deputy